

## **Non-Disclosure / Non-Disparagement Agreement**

This Non-Disclosure / Non-Disparagement Agreement (hereinafter "Agreement") is being willfully, voluntarily, and intelligently entered by and between Ms. [REDACTED], with approval and consent of her parent Mr. [REDACTED], and Mr. Anton Lazzaro and Ms. Gisela Medina. Mr. Lazzaro and Ms. Medina are represented by the firm, North Star Law Group, while Ms. [REDACTED], vis-à-vis her father, Mr. [REDACTED], understand they have the right to seek the input and advice of counsel; via their separate execution of this Agreement, they have waived said input and advice.

Whereas, the parties mutually agree that there is a breach of peace existing amongst them all due to a number of circumstances, including but not limited to, a prior interaction between Mr. Lazzaro and Ms. [REDACTED], a potential damage to property claim, and/or disparaging social media posts, whether all are true or not; and whereas the parties do hereby wish to dispose of these issues, keep the peace, and agree not to disclose, disparage, or defame any party to this Agreement:

Whereas, Mr. Lazzaro and Ms. [REDACTED] had a consensual interaction in the recent past;

[REDACTED]  
[REDACTED];

[REDACTED]  
[REDACTED];

Whereas, disagreements resulting from these incidents, and perhaps more, whether verifiable or not, have caused tensions to rise, the peace to be breached, and led to this Agreement becoming necessary;

Whereas, to settle these disagreements, and as consideration for executing and complying with this Agreement, Mr. Lazzaro will agree to pay Ms. [REDACTED] \$1,000.00, being the figure she demanded via text communications – however, said payment will not be delivered until August 30, 2020, to permit a sufficient period of time to pass confirming both parties, but especially Ms. [REDACTED], will have ceased all defamatory social-media communications and desisted from disparaging any other party to this agreement, and will all have adjusted to complete non-disclosure relative to the parties' interaction before the execution of this Agreement;

Whereas, upon execution of this document, and in further consideration, Ms. [REDACTED] agrees that she will not disclose the nature of her interaction with Mr. Lazzaro to the general public;

Whereas, in further consideration, Ms. Medina would otherwise have a claim against Ms. [REDACTED], Ms. Medina will forego any recovery, claim, legal action, or other lawful pursuit of said damages, and will hereby waive and relinquish any such effort;

Whereas, in consideration, Ms. [REDACTED] will not disparage or defame either Mr. Lazzaro's or Ms. Medina's name to the public;

Whereas, the receipt of this \$1,000.00 payment will serve as a complete accord and satisfaction of any breach of peace and disagreements between the parties, including that between Ms. [REDACTED] and Ms. Medina, and result in final resolution to all issues extant prior to the execution of this Agreement;

Whereas, it is mutually agreed upon that the parties will cease further communications with each other upon execution of this Agreement; and

Whereas, this Agreement is intended to track and invoke Minnesota Rule of Civil Procedure 67, relative to settlements, default provisions upon proof of a breach by Respondent, fees to be transferred upon proof of breach, etc.;

THE PARTIES HEREBY AGREE, and AGREE TO BE BOUND BY the following:

I.

Mr. Lazzaro will pay Ms. [REDACTED] the sum of \$1,000.00 on August 30, 2020, at a mutually agreeable time and location, in a general public setting, after execution of this Agreement by all parties herein.

II.

Ms. [REDACTED] agrees to not disclose the nature of the prior interaction with Mr. Lazzaro to the public.

III.

This agreement and the consideration described herein will satisfy and extinguish any and all claims [REDACTED] by Ms. Medina.

IV.

Upon execution of this Agreement, the parties hereby agree to cease all communications between them – namely, between Ms. [REDACTED] and Mr. Lazzaro / Ms. Medina – and no party will disparage or defame to the public any other party to this Agreement.

SIGNED:

Date: \_\_\_\_\_

\_\_\_\_\_  
Ms. [REDACTED]

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. [REDACTED], Parent

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. Anton Lazzaro

Date: \_\_\_\_\_

\_\_\_\_\_  
Ms. Gisela Medina